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Attorneys for Defendants

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

In re GROUPON MARKETING AND  
SALES PRACTICES LITIGATION

Case No. 3:11-md-02238-DMS-RBB

**DECLARATION OF SHIRLI FABBRI  
WEISS IN SUPPORT OF JOINT MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: September 7, 2012  
Time: 1:30 p.m.  
Judge: Hon. Dana M. Sabraw  
Courtroom: 10

1 I, Shirli Fabbri Weiss, declare:

2 1. I am an attorney licensed to practice law in California and admitted to practice  
3 before this Honorable Court, and am a partner in the law firm of DLA Piper LLP (US), attorneys  
4 of record for Defendants in the above-captioned action. I have personal knowledge of the matters  
5 set forth in this Declaration, or, to the extent the statements describe Groupon's business, the  
6 matters are based on publicly-disclosed statements of Groupon.

7 2. Formed in November 2008, Groupon is an e-commerce marketplace that connects  
8 consumers to merchants by offering promotional collective buying deals on a wide variety of  
9 products and services.

10 3. Each day, Groupon provides consumers with a selection of "Daily Deal"  
11 promotional offers from merchants across the United States.

12 4. Consumers purchase Groupon Vouchers directly at Groupon's website, and the  
13 Groupon Vouchers can then be redeemed for the specified goods or services valued in excess of  
14 the purchase price of the Voucher at the identified offering merchant for a stated period of time.

15 5. A typical Daily Deal might allow a consumer to pay \$20 to purchase a Groupon  
16 Voucher, which the consumer could then redeem for \$40 worth of goods or services at the  
17 merchant specified on the voucher and as specified in the terms of the offer.

18 6. Consumers may sign up online to receive daily e-mails from Groupon regarding  
19 the promotional offers available each day in targeted geographic location(s) and categories  
20 selected by the consumer based on personal preference.

21 7. Consumers may also access Groupon's promotional offers directly through  
22 Groupon's website and mobile applications.

23 8. In order to purchase any Groupon Voucher or subscribe to receive daily e-mails  
24 regarding Groupon's "Daily Deals," a consumer must create a Groupon account by providing a  
25 valid e-mail address and agreeing to Groupon's Terms of Use.

26 9. Groupon has sold tens of millions of Groupon Vouchers throughout the U.S. since  
27 its inception in November 2008. As evidenced by Groupon's success in the market, there is great  
28 demand for Groupon Vouchers.

1           10.     These multi-district proceedings (“MDL”), styled *In Re Groupon Marketing and*  
2 *Sales Practices Litigation*, include seventeen cases, fifteen of which are putative class actions. A  
3 related putative class action is also pending in Illinois state court.

4           11.     Defendants deny Plaintiffs’ allegations in these Actions and dispute that they are  
5 liable under any of the legal theories asserted by Plaintiffs or under any legal theory.

6           12.     Defendants contend that: (1) the Groupon Vouchers are encompassed within an  
7 exception for promotional gift certificates in the EFTA; (2) expiration of the Promotional Value  
8 of Groupon Vouchers is permitted under state law; and (3) expiration of the Customer Purchase  
9 Price value, as disclosed to consumers in Groupon’s Terms and Conditions, expires in accordance  
10 with applicable state laws of the jurisdiction in which the Groupon was sold.

11           13.     Defendants further contend that all restrictions applicable to the Groupon  
12 Vouchers were adequately disclosed to consumers in Groupon’s Terms and Conditions, its  
13 promotional offers relating to the Groupon Voucher, and/or on the face of the Groupon Voucher,  
14 and that such terms were not misleading or deceptive. State laws vary widely as to the definition  
15 and treatment of gift cards and it is not practicable for Groupon to try to describe every state’s  
16 laws on its Vouchers, nor do its myriad competitors attempt to do so. Defendants believe it is  
17 sufficient that Groupon’s Terms of Use directed consumers to consult their own state laws on  
18 expiration.

19           14.     In addition, Defendants have always contended that all of Plaintiffs’ and the  
20 classes’ claims are subject to mandatory arbitration and that Plaintiffs have waived the right to  
21 bring a class action under Groupon’s Terms of Use that apply to consumers’ Groupon accounts.  
22 *See CompuCredit Corp. v. Greenwood*, \_\_ U.S. \_\_, 132 S. Ct. 665, 668-69 (2012) (citing *AT&T*  
23 *Mobility LLC v. Concepcion*, \_\_ U.S. \_\_, 131 S. Ct. 1740 (2011) (upholding waiver of right to  
24 bring class action in arbitration agreement).

25           15.     As ordered by the Court, the parties have engaged in extensive formal discovery  
26 relating to Defendants’ contention that the class claims are subject to mandatory arbitration,  
27 exchanging and responding to written discovery and document requests.

28     ////

1           16. Defendants further believe that Plaintiffs lack standing to pursue their claims under  
2 various state statutes because they have not suffered injury.

3           17. In addition, because Plaintiffs challenge millions of different Groupon deals, each  
4 of which involved different Merchant Partners, different Customer Purchase Prices and  
5 Promotional Values, different expiration dates, and different deal-specific terms, Defendants  
6 contend that if these Actions were to be litigated, there is no assurance that individual issues  
7 would predominate over common questions such that Plaintiffs would be unable to obtain and  
8 maintain class action status.

9           18. The proposed Settlement Agreement is the product of extensive arm's-length  
10 negotiations between counsel in which I personally participated and which spanned nearly a year,  
11 including a months-long mediation process overseen by an experienced and eminent retired  
12 judge, the Hon. Daniel Weinstein (Ret.).

13           19. Prior to reaching settlement, the Parties engaged in formal and informal discovery  
14 regarding arbitration, and extensively researched law and legislative history pertinent to the  
15 claims, permitting them to assess the relative strengths and weaknesses of their respective  
16 positions, and to compare the benefits of any proposed settlement to further litigation.

17           20. Following multiple telephonic meetings discussing settlement wheein it became  
18 apparent that the parties disagreed on virtually every material issue, the parties agreed to submit  
19 their dispute to professional mediation. Thereafter, the parties submitted settlement briefs and  
20 made other oral and written presentations to Judge Weinstein and attended an all-day in person  
21 mediation session on May 17, 2011, during which the parties narrowed the issues but were unable  
22 to reach a resolution.

23           21. Accordingly, the parties continued to negotiate the possibility and later the terms  
24 of settlement by way of innumerable telephonic conferences and other exchanges between the  
25 parties and with Judge Weinstein, which efforts ultimately led to an agreement in principle in  
26 August 2011, with the exception of Plaintiffs' attorneys fees and expenses, which the parties  
27 refrained from negotiating until all other terms of Settlement were set.

28       /////

1           22.     After reaching agreement on the terms, the parties subsequently drafted and  
2 negotiated the Settlement Agreement, exchanging over a dozen versions of the Stipulation and the  
3 settlement exhibits, including the class notice, claim form, notice and claims administration  
4 program, and settlement vouchers.

5           23.     Throughout the negotiations process, the parties frequently consulted Judge  
6 Weinstein on various issues, including the monetary and injunctive relief, the claims  
7 administration process, and the form of notice.

8           24.     During the Fall of 2011, the parties reached impasse in their negotiations. The  
9 settlement was close to deteriorating at several critical junctures, but with Judge Weinstein's  
10 intervention and able guidance and assistance, the parties persevered and were ultimately able to  
11 resolve all the material issues in the draft Stipulation and 11 exhibits thereto filed with the Court.

12           25.     Counsel for Defendants and Plaintiffs, both of whom have substantial experience  
13 in litigating class actions, zealously negotiated on behalf of their clients' best interests, and a  
14 settlement was reached only after multiple settlement proposals had been exchanged and rejected.

15           26.     Throughout the parties' settlement discussions, including the initial mediation  
16 session on May 17, 2011, and the parties' negotiations thereafter, the parties always negotiated at  
17 arms-length.

18           27.     While Defendants deny Plaintiffs allegations and contend that they have valid  
19 defenses in fact and law, Defendant recognize that further litigation would be expensive,  
20 complex, and time consuming and likely involve appeals by one side or the other.

21           28.     If litigation were to proceed, Defendants anticipate the need for complex litigation  
22 on a number of issues, including whether the claims can be litigated at all or are subject to  
23 arbitration on an individual basis.

24           29.     Assuming that the Court were to determine that Plaintiffs' claims are not subject to  
25 arbitration, extensive discovery on class certification and the merits of Plaintiffs' claims and  
26 Groupon's defenses would be required.

27           30.     In light of the above, I believe that the Settlement Agreement is fair, reasonable,  
28 and adequate.

1           31. In addition to the individual e-mail notice provided to Class Members directing to  
2 them to the Settlement Website and the posting of notice and information regarding the  
3 Settlement on the Settlement Website, the Settlement has also been well-publicized by the media  
4 over the past few months, and a number of media sources, including major newspapers and  
5 broadcasters such as the Los Angeles Times and ABC News, have publicized the Settlement and  
6 provided the Settlement Website URL for Class Members to obtain additional information.

7           32. A relatively small number of objections have been filed, a number were filed by  
8 professional objectors who routinely appear in class actions in the hopes of derailing a settlement  
9 in the District Court or in the Court of Appeals for their own pecuniary gain.

10           33. The *cy pres* recipients designated in the Settlement Agreement were neither  
11 proposed nor selected by DLA Piper LLP. Attached hereto as Exhibit 1 are true and correct  
12 copies of screenshots of the *cy pres* recipients' websites.

13           34. The Notice Program set forth in the Settlement Agreement and carried out by Rust  
14 Consulting ("Rust") informed Settlement Class Members of the Settlement terms, provided  
15 contact information for Rust as the Claims Administration in the event they had questions, and  
16 explained that when the Court considers final approval at the Fairness Hearing, Settlement Class  
17 Members who object to the Settlement may be heard.

18           35. Groupon has informed all Merchant Partners of the Settlement and begun to  
19 educate them on the terms of the Settlement, including their obligations to honor Settlement  
20 Vouchers presented within 130 days of the issue date.

21           36. After signing the Settlement Agreement, the Parties agreed, subject to Court  
22 approval, to a minor modification of §E.2 of the Agreement, which addresses notice to merchants.  
23 That section provided: "Within seven (7) days of the Effective Date, Groupon will notify all past  
24 and current Merchant Partners through means and content reflected in Exhibit 10 that they may be  
25 presented with Settlement Vouchers and requesting that they redeem all Settlement Vouchers  
26 presented by Settlement Class Members presented within 130 days of the Settlement Voucher's  
27 Issue Date." The Parties agreed, subject to Court approval, to replace that language with the  
28 following language: "Groupon will notify all past and current Merchant Partners of the

1 Settlement. As the Settlement Vouchers are issued by the Claims Administrator in response to  
2 Class Member Claims, Groupon will send notice through means and content reflected in Exhibit  
3 10 to potentially impacted Merchant Partners and request that they redeem all Settlement  
4 Vouchers presented by Settlement Class Members within 130 days of the Settlement Voucher's  
5 Issue Date."

6 I declare under penalty of perjury that the foregoing is true and correct. Executed this  
7 10th day of August, 2012, in San Diego, California.

8  
9 s/ Shirli Fabbri Weiss  
SHIRLI FABBRI WEISS

**TABLE OF CONTENTS**

**EXHIBITS TO DECLARATION OF SHIRLI FABBRI WEISS**

**EXHIBIT TAB**

**PAGE NOS.**

EXHIBIT A

1-8



# EXHIBIT 1



ELECTRONIC FRONTIER FOUNDATION  
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- HOME
- ABOUT
- OUR WORK
- DEEPLINKS BLOG
- PRESS ROOM
- TAKE ACTION
- SHOP

VICTORY

OVER CYBER SPYING

CYBERSECURITY ACT DEFEATED

- UPDATES
- Content Industry War on Sharing Claims Another Victim
- DEEPLINKS BLOG | August 9, 2012
- Thanks for Supporting EFF in Las Vegas and Beyond!
- DEEPLINKS BLOG | August 9, 2012
- EFF to Jordanian Ministry of Information: Keep the Internet Open
- DEEPLINKS BLOG | August 9, 2012
- Good News: Craigslist drops exclusive license to your posts
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- Twitter Withholds Information from Police After Troll Threatens Murder? Not Quite
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THE HUFFINGTON POST AUGUST 8, 2012		BERLIN, GERMANY August 21, 2012 – 9:00am to August 26, 2012 – 5:00pm
Drones tested as tools for police and firefighters	Human Rights and Technology Sales: How Corporations Can Avoid Assisting Repressive Regimes	Mitigating DDoS Attacks: Best Practices for an Evolving Threat Landscape
THE LOS ANGELES TIMES AUGUST 5, 2012		AMA EXECUTIVE CONFERENCE CENTERS September 19, 2012 – 10:00am

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- Projects
- HTTPS Everywhere
- Bloggers' Rights
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- FOIA Project
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- Free Speech Weak Links
- Global Chokepoints
- Patent Busting
- Exhibit 1, Page 1

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## About EFF

From the Internet to the iPod, technologies are transforming our society and empowering us as speakers, citizens, creators, and consumers. When our freedoms in the networked world come under attack, the Electronic Frontier Foundation (EFF) is the first line of defense. EFF broke new ground when it was founded in 1990—well before the Internet was on most people's radar—and continues to confront cutting-edge issues defending free speech, privacy, innovation, and consumer rights today. From the beginning, EFF has championed the public interest in every critical battle affecting digital rights.

Blending the expertise of lawyers, policy analysts, activists, and technologists, EFF achieves significant **victories** on behalf of consumers and the general public. EFF fights for freedom primarily in the courts, bringing and defending lawsuits even when that means taking on the US government or large corporations. By mobilizing more than 140,000 concerned citizens through our **Action Center**, EFF beats back bad legislation. In addition to advising policymakers, EFF educates the press and public.

EFF is a donor-funded nonprofit and depends on your support to continue successfully defending your digital rights. Litigation is particularly expensive; because two-thirds of our budget comes from individual donors, every contribution is critical to helping EFF fight—and win—more cases.

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[Patent Busting](#)

Exhibit 1, Page 3

- [Surveillance Self-Defense](#)
- [Takedown Hall of Shame](#)
- [Teaching Copyright](#)
- [Ways To Help](#)



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  - Consumer Privacy
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  - Security & Surveillance
  - Digital Copyright
  - Internet Openness & Standards
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		1   2   3   4   next »	

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CDT Weighs in on Copyright Enforcement Strategy  
*by David Sohn | August 9, 2012*  
*Filed under Digital Copyright, More Issues in Digital Copyright*

The Administration's Intellectual Property Enforcement Coordinator (IPEC) is expected to release its new "Joint Strategic Plan" by the end of this year. Responding to the IPEC's request for comments from the public to assist with developing the new plan, CDT has submitted its recommendations. The plan faces a substantial challenge in the wake of the bruising battle and public uprising over PIPA and SOPA: namely, the widespread public perception that the Federal Government's...*Continued »*

CDT Supports Brazil's "Bill of Rights" for Internet Users  
*by Ellery Roberts Biddle | August 7, 2012*  
*Filed under Free Expression, International Free Expression*

A modified version of this post originally appeared on Global Voices Advocacy. Tomorrow, a special committee in Brazil's Congress will vote on the Marco Civil da Internet, a "bill of rights" for Internet users. If passed, the law would represent a paramount advance in country's digital policymaking agenda. The Marco Civil da Internet, or Civil Regulatory Framework for the Internet, establishes a clear set of rights and responsibilities for users, sets strong net neutrality principles, and shields...*Continued »*

It Takes a Village to Defend a Network  
*by Alissa Cooper | August 1, 2012*  
*Filed under Security & Surveillance, More Issues in Security & Surveillance*

Defending networks from malicious hacking exploits depends in large part on the voluntary, cooperative efforts of network operators, device makers, and Internet users. Today the Broadband Internet Technical Advisory Group (BITAG) -- a group of technical experts dedicated to building consensus about broadband network management -- has released a series of targeted,

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balanced recommendations to help stifle an emerging type of network attack. That attack has been used in recent years by the hacker...[Continued »](#)

Cybersecurity Amendments Would Modernize 25-Year-Old Privacy Law

by Greg Nojeim, Jon Miller | August 1, 2012  
Filed under [Security & Surveillance](#), [Cybersecurity](#)

[Editors Note: This is one in a of series of blog posts from CDT on the Cybersecurity Act, S. 3414, a bill co-sponsored by Senators Lieberman and Collins that is slated to be considered on the Senate floor soon.]Two amendments to the Senate cybersecurity bill now being debated would require government agents to get a warrant before reading a person's email or secretly tracking someone through their mobile phone. The amendments, if adopted, would be a huge privacy gain and address a long-...[Continued »](#)

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## ABOUT CDT



The Center for Democracy and Technology is a 501(c)(3) nonprofit public policy organization and the leading Internet freedom organization working at the critical edge of policy innovation.

When the Internet was in its infancy, CDT shaped the first legislative choices and court decisions that allowed this technology of freedom to flourish.

Today, we are committed to finding innovative, practical and balanced solutions to the tough policy challenges facing this rapidly evolving medium.

[CDT's Mission and Principles](#)

## CDT'S RECORD OF SUCCESS

CDT has advocated for groundbreaking legislation, won landmark court cases, built winning coalitions and promoted industry standards and practices:

- CDT brought together companies and advocates to successfully argue before the Supreme Court for a new theory for protecting free speech online, giving the Internet the highest First Amendment protection.
- CDT worked with Congress to pass a landmark law (Sec. 230) shielding ISPs and online service providers from liability for user-generated content and paving the way for today's rich social media.
- CDT led a successful campaign to ensure the availability of strong encryption—fostering privacy, network security and robust e-commerce.
- CDT created the groundbreaking Anti-Spyware Coalition, widely credited with curtailing malware and improving trust and security on the Web.
- CDT organized bloggers and political activists to convince regulators to free citizens' online political advocacy from ill-fitting campaign finance rules, revolutionizing politics and empowering individuals in their communities.
- CDT shaped a new generation of health privacy protections, supporting the development of innovative new technology essential to better healthcare.
- CDT partnered with human rights groups, companies, academics and investors to create the Global Network Initiative, which is helping companies chart an accountable path forward when faced with escalating demands from repressive regimes to assist with surveillance and censorship.
- CDT created the Digital Due Process coalition composed of Internet and telecommunications companies and advocates from across the political spectrum, now working to ensure that information stored in the Internet cloud has strong protections against government access.
- CDT created the Global Internet Policy Initiative (GIPI), which trains and provides legal and policy support to Internet freedom advocates working to promote policies and practices that support the open Internet.
- CDT is strengthening privacy protection through the development of industry best practices on the use of RFID, digital watermarking, digital signage, mobile applications and more.
- CDT was among the first to explain the serious flaws in Internet filtering legislation and worked closely with advocacy organizations, companies, and engineers to defeat PIPA and SOPA – anti-piracy bills that would have undermined cybersecurity, balkanized the Internet, and impaired legitimate online speech.

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August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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